

Fort Dodge

FF Assn.

7/1/2001 6/30/2008

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF FORT DODGE**

**And**

**FORT DODGE FIREFIGHTERS' ASSOCIATION**

**JULY 1<sup>ST</sup>, 2001 - JUNE 30<sup>TH</sup>, 2005\***

**\*(Extended to June 30<sup>th</sup>, 2008 by  
Memorandum of Understanding)**

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**ARTICLE I**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE CITY OF FORT DODGE, IOWA**

**AND THE**

**FORT DODGE FIREFIGHTERS' ASSOCIATION**

**PREAMBLE**

It is the intent and purpose of the Agreement to promote and insure a spirit of confidence and cooperation between the City of Fort Dodge, Iowa, and the members of the Fort Dodge Fire Department, and to set forth the personnel, compensation, and procedural policies agreed to by the members of the Fort Dodge Fire Department and the City of Fort Dodge. Any Article of this Agreement, paragraph or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing fire departments, or the Public Employees Relations Act, shall be void and of no force and effect.

**ARTICLE II**

**RECOGNITION**

The principles of Collective Bargaining have brought together representatives of the Fort Dodge Firefighters' Association and representatives of the City of Fort Dodge, Iowa, for the purpose of negotiating personnel practices, conditions of work, and rates of pay for the period effective July

1<sup>st</sup>, 2001 through June 30<sup>th</sup>, 2005, except as specified in Article III which is attached hereto and made a part hereof.

The City of Fort Dodge hereby recognizes the duly elected representatives of the Fort Dodge Firefighters' Association as the certified bargaining agent for the purpose of negotiating this Agreement and for the purpose of representing the members of the Fort Dodge Fire Department, to-wit: Captains, Lieutenants and Firefighters, in all grievances that may arise regarding hours, wages and general working conditions during the effective period of this Agreement. The Parties agree that this agreement shall be opened for negotiation no later than 165 days prior to the certified budget submission date of the City of Fort Dodge, and that during the period from the commencement of the negotiations to 120 days prior to the certified budget submission date, the Parties shall meet and endeavor to reach agreement. After said date, the impasse, mediation and arbitration procedures of the Public Employees Relations Act, Chapter 20, Code of Iowa as amended, shall apply.

### **ARTICLE III**

#### **RATES OF PAY**

The rates of pay governing the members of the Fort Dodge Fire Department, effective July 1<sup>st</sup>, 2001 through June 30<sup>th</sup>, 2005 shall be as set out in Exhibit "A" attached hereto and made a part hereof.

The parties mutually agree to reopen negotiations for the purposes of determining the basic rates of pay for bargaining unit members for the period beginning July 1<sup>st</sup>, 2005 through June 30<sup>th</sup>, 2006, under the procedures outlined in paragraph two of Article II of this Agreement unless the parties mutually agree to different procedures. The basic rates of pay agreed to under this procedure shall become a part of this Agreement for the period so noted.

Per Article II of this agreement, please note that if the Consumer Price Index from the period of 7/1/02 to 6/30/03 (Kansas City Region) is greater than 3.75%, the City agrees to open

negotiations for wages for the contract year July 1<sup>st</sup>, 2004 through June 30<sup>th</sup>, 2005.

#### **ARTICLE IV**

##### **WORK SCHEDULES**

Normal working schedules for the Fort Dodge Fire Department members shall be on the basis of a total of fifty-six (56) hours per week (as by State Civil Service Law). A normal shift day shall be defined as twenty-four consecutive hours commencing at 0700 as noted on the calendar that the member is scheduled to work until 0700 the following morning. Any callback time shall be based on a rate of one and one-half (1½) time, or at a rate of double time on Sundays and Holidays. All callbacks for divers shall be at a rate of double time pay. A minimum of two (2) hours overtime shall apply for all callbacks.

#### **ARTICLE V**

##### **SENIORITY**

Seniority among the members of the Fort Dodge Fire Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Fort Dodge Fire Department, said reduction in employment shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave shall be pursuant to seniority, as herein defined.

#### **ARTICLE VI**

##### **CONVENTION DELEGATES**

Fort Dodge Fire Department Association, Local 622, may select three members to attend the state of Iowa Professional Firefighters Convention Conference and State Courses and will be granted reasonable leaves **with pay** to attend the same. This refers to professional meetings only.

The City of Fort Dodge shall be responsible for all callback time (at a rate of straight time) as a result of attendance at above mentioned conventions and short courses.

The International Association of Firefighters, Local 622, may select one member to attend the

National Convention of the International Association of Firefighters, AFL-CIO, and one member to attend the State AFL-CIO Convention at their own cost provided that one month's written notice is given to the Fire Chief and that such attendance will not disrupt departmental operations or create unnecessary overtime.

## **ARTICLE VII**

### **VACATION**

All members of the Fort Dodge Fire Department will be granted vacations with pay on the following basis:

- (a) One week after one year's service.
- (b) Two weeks after two years' service.
- (c) Three weeks after six years' service.
- (d) Four weeks after ten years' service.
- (e) Five weeks after fourteen years' service.

All members will be entitled to take vacation periods for the same year as his anniversary date falls. A week of vacation equals three twenty-four hour shifts. A member's service shall be measured as of his anniversary date of appointment to the Fort Dodge Fire Department. (The choice of a member's vacation shall be granted in accordance with the Fire Department seniority, as defined by said Association and in conformity with departmental rules.) No employee shall be called for duty during vacation except in an emergency declared by the Fire Chief or the City Council.

## **ARTICLE VIII**

### **HOLIDAYS**

Members of the Fort Dodge Fire Department shall receive nine twenty-four hour shifts off per year in lieu of the nine recognized Holidays, and these are to be taken consecutively, all with one block of six and three single selections. All legal Holidays constitute the following for telephone watch:

- (a) New Year's

- (b) Washington's Birthday
- (c) Decoration Day
- (d) Fourth of July
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving
- (h) Christmas
- (i) Afternoon before Christmas and afternoon before New Year's.

All Holidays except (i) shall be considered a regular 24 hour shift as defined in Article IV. Holidays (i) shall be considered to occur from 1900 hours to 0700 hours on a shift (7:00 p.m. to 7:00 a.m.). In the event the Holiday falls on a Saturday, the preceding Friday shall be observed by the Holiday shift as specified in Article IV. In the event the Holiday falls on a Sunday the following Monday shall be observed as the Holiday shift as specified in Article IV. This section refers to call-back pay.

Any member who does not use any sick days during the fiscal year will receive a floating holiday to be used during the following fiscal year at the discretion of the officer in charge and will be granted on a first come, first serve basis.

## **ARTICLE IX**

### **SICK LEAVE**

All Fire Department members of the City of Fort Dodge, as hereinabove set out and classified, who have been in the employ of the City for four months shall receive full pay in the case of sickness in the following amounts:

- (a) After four months, fourteen days.
- (b) After first year of employment, thirty days.
- (c) After fifth year of employment, sixty days.



- (d) After ninth year of employment, ninety days, and all years following, unless accumulated sick leave exceeds ninety days, in which case accumulated sick leave shall prevail.

Said compensated sick leave shall not be accumulated up to January 1, 1954. Each employee within the section of this Agreement subject to sick leave credited to him up to January 1, 1954, shall accrue sick leave credit beginning with the completion of four months of employment with the City of Fort Dodge, up to a maximum of 150 days.

Each employee of the Fire Department of the City of Fort Dodge shall be credited with one day sick leave for each month in which no sick leave is taken, to be accrued each year commencing January 1, 1954. When the sick leave thus accrued shall be more than the sick leave credited to each employee as of January 1, 1954, the accrued sick leave shall prevail.

It shall be the responsibility of each member of the Fire Department seeking sick leave to notify the Shift Captain or the Officer in charge. Each member of the Fire Department who is injured on the job shall make a report of the accident to the officer in charge of the shift.

Each employee of the fire Department subject to the terms of this Agreement who utilizes sick leave shall be charged at the rate of two days leave for each twenty-four hour shift so utilized.

## **ARTICLE X**

### **LEAVE FOR SERIOUS ILLNESS OR DEATH IN FAMILY**

In case of death in a member's immediate family, said employee shall be allowed up to five days off from work, either at the time of death or at the time of the funeral, without loss of pay. When an employee is called to serve as a pallbearer, he shall receive pay for the reasonable time lost. Any other time off for funerals shall be allowed at the discretion of the Chief, Assistant Fire Chief, or officer in charge of the shift.

The immediate family shall include spouse, children, or any other person legally declared a

dependent under I.R.S. rules.

The employee shall be allowed a reasonable amount of time up to three days at the time of death or funeral, without loss of pay, in the following cases: parents, step-parents, siblings, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, step-brother or step-sister if the employee desires to be with the family or attend the funeral.

A member who is compelled to lose work because of serious illness in the family shall be allowed three days off without loss of pay.

Excused absence with pay, not to be taken from sick leave, to a maximum of three (3) days, will be granted to each employee at the time of the birth of his child, or to any employee for the needs directly related to the adoption of their child.

The word "day" in this Article denotes calendar day as follows: the three or five day period of calendar days shall commence at 7:00 a.m. on the day of either occurrence and shall expire either three or five consecutive twenty-four hour periods from that date and the three or five consecutive twenty-four hour periods shall include the day of occurrence. Proper notification shall be given to the Chief, Assistant Fire Chief or officer in charge of the shift.

## **ARTICLE XI**

### **INSURANCE**

Effective July 1<sup>st</sup>, 1987 and for the term of this agreement, the City agrees to pay 100% of the employee's premium cost for hospitalization, medical insurance and major medical insurance and 100% of the premium for like coverage of the employee's dependents. Said insurance shall include 80/20 Coinsurance up to \$1,250 per member for medical insurance effective July 1<sup>st</sup>, 1984. The hospital, medical and major medical benefits in effect on July 1<sup>st</sup>, 1984 will remain in effect throughout the term of this agreement as long as the provisions of Alliance or a similar such program are followed.

Effective July 1<sup>st</sup>, 1987 and for the term of this agreement, the City agrees to pay the

premium cost at a maximum cost of the rates effective on those dates of dental insurance for the employees and his dependents.

Effective July 1<sup>st</sup>, 1987, and for the term of this agreement, the City agrees to pay the premium cost at a maximum dollar cost of the rates effective on those dates of Prescription Insurance for the employee and his dependents.

Effective July 1<sup>st</sup>, 1987, and for the term of this agreement, the City agrees to provide Air and Ground Ambulance Service at a maximum dollar rate effective on those dates for the employee and his dependents.

Effective July 1<sup>st</sup>, 2001 and for the term of this agreement, the City agrees to provide \$20,000 in group term life insurance to each member of the bargaining unit.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

All members of the Fort Dodge Fire Department shall be granted leave of absence without pay for good cause and with the consent of the City Council providing the leave of absence shall not be used for the purpose of securing or accepting remunerative employment elsewhere. Leave of absence shall be limited to ninety days, without further approval of the City Council

The City agrees to allow one firefighter per shift time off, with pay, to attend college courses at Iowa Central Community College. This means that one firefighter could attend classes in the morning, one in the afternoon, and one in the evening, but only one at any one time may be absent from duty.

The college course to be taken must be approved by the City prior to registration and the firefighter may not be absent from duty more than three hours per shift.

The individual will be allowed fifteen minutes travel time each way and must report to the shift commander prior to leaving and immediately upon return from the college. Travel time is in addition to class time.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

The term grievance shall mean a dispute between the parties as it relates to the terms of this agreement only and shall exclude any and all items accepted for appeal and decision by the Civil Service Commission.

Grievance shall be handled in the following manner:

- (a) The grievance must be brought to the attention of the Chief or officer in charge within seventy-two hours of its alleged occurrence. This may be done either orally or in written form. Written grievances would be preferred.
- (b) The Chief shall have five days in which to answer the grievance.
- (c) The aggrieved Party may appeal the decision in Step (b) to the Personnel Director for the City. This must be done in writing within five days after the Chief has given his response.
- (d) The Personnel Director will have seven days in which to answer the grievance.
- (e) If the grievance has not been resolved after step (d), either party may request the Federal Mediation and Conciliation Service to appoint a Mediator.
- (f) If the grievance has not been resolved after Step (e), the aggrieved Party may within five days request binding arbitration as prescribed in the Iowa Public Employment Relations Act.
- (g) The time limits specified in the grievance procedure shall exclude Saturdays, Sundays and observed holidays.

The time limits hereinabove are to be strictly construed and each Party will make every effort to settle the grievance equitably at each step.

Members of the Grievance Committee may meet with representatives of the City for the purpose of resolving said grievances during duty hours. A reasonable amount of time will be allowed for investigation and preparation of grievances consistent with the public safety.

## **ARTICLE XIV**

### **UNIFORMS**

The City shall grant each firefighter a uniform allowance of up to \$400 annually to purchase and maintain their uniforms. This allowance will be paid in total minus any monies owed the City for clothing purchases, on the first vendor check run after August 1<sup>st</sup>.

The City shall issue every firefighter a winter and summer hat upon employment.

All new firefighters will be allowed to submit for all or part of their annual uniform allowance, as set out herein, upon reporting to work for the City.

If the Firefighter leaves the service of the City prior to completion of his probationary period, his uniform allowance shall be prorated and if he has received more than his prorated share, the excess shall be withheld from his final pay.

The City agrees to pay for watches and prescription lens and contact lens, which are damaged in the line of duty, on the job. Repairs will not exceed \$25.00 for watches and \$30.00 for eyeglass frames. Prescription lens and contact lenses will be paid for in total. The eye examination will not be paid unless the examination is necessary due to the nature of the accident.

## **ARTICLE XV**

### **UNION DUES DEDUCTION**

Upon presentation by the employee of signed authorization cards, the City Clerk shall deduct from the employee's pay the employee's regular Union dues. The City Clerk will then forward to the financial secretary of the Local #622, not later than the 18th day of the month, such Union dues, together with a list giving the name of the employee from which the deduction has been made and the authorization is completely voluntary and may be terminated by the employee at any time. The necessity of the wife's signature as required in previous agreements is not necessary as long as the absence of such signature is not contrary to Iowa or Federal laws.

## **ARTICLE XVI**

### **CREDIT UNION DEDUCTION**

The City shall deduct, as each employee who shall authorize it in writing, on a form which is on file with the City and which has not been revoked or declared by law to be illegal, from each pay period except in the middle pay period in those months having three pay periods, an amount of money as authorized in writing by such employee. The City Clerk shall within ten days after the deduction, as hereto set forth, transmit to the Fort Dodge Employees Credit Union treasurer the total of such amount deducted from the employee's paycheck. At such time of transmittal, the City of Fort Dodge shall be absolved and discharged from any further liability and responsibility. In the event this procedure is declared illegal, then the City shall be under no liability or responsibility to checkoff for Credit Union.

## **ARTICLE XVII**

### **TRADITIONAL PRIVILEGES**

All traditional department privileges shall be retained, and are as follows:

- (a) Coffee break in the morning.
- (b) Use of Fire Department tools (part of which paid by house fund).
- (c) Work on own autos and other of own equipment in free time.
- (d) Have magazines, T.V., pool table, etc.
- (e) Outside telephone.
- (f) Union meetings at Fire Station.
- (g) Man on watch to eat with group.
- (h) Normal lunch period 11:00 A.M. to 1:00 P.M.
- (i) Trading of time. In regard to trading of time:
  - (1) Trading would be limited to six twenty-four hour shifts per man per year (emergencies exempt).
  - (2) Time paid back would not jeopardize member's original six days per year.

- (3) These six days could be added to a member's vacation or paid Holidays, if so desired.
- (4) Trade time may not be used for supplemental employment.
- (5) Officer in charge of shift gives permission to trade time.
- (j) Sign out-of-town book not to include men on vacation or paid Holidays.
- (k) A limit of eight men per day to sign out of town.
- (l) A man would sit watch (two hours per man) during City Hall business hours.

NOTE: Any member who violates part 4 of Privilege (i) will be subject to a three day suspension.

## **ARTICLE XVIII**

### **PHYSICAL EXAMINATIONS**

The City of Fort Dodge shall provide physical examinations for all Fire Department members every two years and a schedule shall be set up with one-half the Department members taking physical each year. Tetanus and booster shots shall be given members of the Fort Dodge Fire Department periodically, as the City Physician may dictate. The City of Fort Dodge shall provide electrocardiograms to members of the Fort Dodge Fire Department, upon the recommendation of the physician.

A hepatitis immunization program shall be made available to all employees at no cost.

A copy of the results of said physical examination and medical procedures paid for by the City shall be provided to the City Personnel Director for inclusion in the employee's personnel file.

## **ARTICLE XIX**

### **RETIREMENT BENEFITS**

Any member of the Fort Dodge Fire Department retiring on service or disability retirement will be entitled to pay for his unused vacation period, prorated vacation period and Holiday period and sixty percent of their accumulated sick leave up to a maximum of ninety days. This benefit shall be

paid according to the following formula:

Sick Leave: # of days times 8 hours per day times the 40 hour pay rate equals the total dollar amount.

Holidays/Vacation: # of days times 24 hours time the 56 hour rate equals the total dollar amount.

In the event of the death of a member of the Association covered by this agreement his estate will be paid his unused accrued vacation.

The definition of retirement shall be construed pursuant to Chapters 400 and 411 of the Code of Iowa.

## **ARTICLE XX**

### **MASTER FIREFIGHTER**

All Firefighters shall advance to the grade of Master Firefighter after thirteen (13) years continuous service.

## **ARTICLE XXI**

### **CITY, FIRE ASSOCIATED BUSINESS**

Members of the Fort Dodge Firefighters' Association Wage Committee may meet with the designated representatives of the City for the purpose of negotiations, mediation, fact-finding and arbitration during duty hours and such reasonable time as necessary for preparation and evaluation of the aforementioned during duty hours, not inconsistent with public safety.

No more than two from any shift on duty may attend wage meetings.

## **ARTICLE XXII**

### **SAFETY COMMITTEE**

Effective July 1, 1981, there will be a joint departmental committee established which shall consist of two representatives who are selected by the Fort Dodge Firefighters' Association and two



City representatives who are selected by the City Personnel Director. A City representative shall serve as Chairman of the Committee. The Committee will meet once every three months at a mutually agreeable time and place to review and discuss various safety items directly relevant to the promotion of departmental efficiency through accident prevention and to review any accident report. Time spent at the Committee meetings shall not be considered a callback. Minutes of the meetings will be kept and will be maintained by the Chairman who will make a copy of these minutes available to any current Committee member on request.

### **ARTICLE XXIII**

#### **SUPPLEMENTAL PAY**

##### **Section 1. Court Time.**

Any member called back to testify in court on fire department business shall be compensated at time and one-half for the hours spent while in court testifying or waiting to testify and shall receive a minimum of one and one-third hours at that rate for such a call-back. The Chief must approve all court time appearances.

##### **Section 2. Haz Mat.**

Each employee who receives OSHA Hazardous Material Technician certification and is assigned by the Chief to the Haz Mat Team shall receive \$100 per month.

### **ARTICLE XXIV**

#### **EXERCISE PROGRAM**

Any changes in levels or deviations from the existing exercise program, including any future evaluations shall start with a complete physical examination paid for by the City. This examination shall determine such health related components as cardiovascular fitness, muscular strength, body composition and flexibility.

ARTICLE XXV


This agreement entered into this 1<sup>st</sup> day of July 2001, by and between the undersigned City of Fort Dodge and the Fort Dodge Firefighters' Association Wage and Negotiation Committee.

City Of Fort Dodge:

Fort Dodge Firefighters' Association  
Wage and Negotiation Committee

By:


  
Gus Van Alstine, Mayor

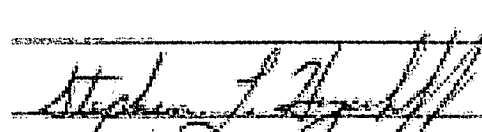
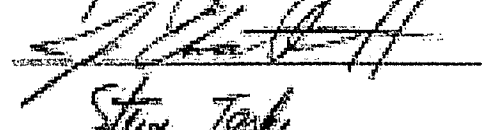

  
Steve Hergenreiter, President, Local 621,  
Chief Negotiator

  
Glenn M. Gochel, Personnel Director  
Chief Negotiator

ATTEST:

ATTEST

  
for Scott A. Moore, Deputy Clerk  
JoAnn Sandberg, City Clerk

  
  
Steve Tack  


Approved as to legal form:

  
Morris C. Henson, City Attorney

## EXHIBIT "A"

Probationary Firefighter .....	19/A
Firefighter.....	19/B-E
Master Firefighter .....	21/D-E
Firefighter/Mechanic.....	24
Assistant Fire Mechanic.....	23
Training Coordinator .....	23
Tech Service Coordinator .....	23
Captain .....	25

Advancement through the steps in each pay grade shall be as set out in Exhibit "A."

All firefighters hired prior to 7/1/98 shall advance according to the following table:

Starting Grade and Step .....	18A
After 1 year of service.....	19A
After 2 years of service .....	19B
After 4 years of service .....	19C
After 7 years of service .....	19D
After 11 years of service .....	19E
After 13 years of service .....	21D
After 16 years of service .....	21E
After 19 years of service .....	22E

All firefighters hired from 7/1/98 on shall advance according to the following table:

Starting Grade and Step .....	19A
After 1 year of service.....	19B
After 3 years of service .....	19C
After 6 years of service .....	19D
After 10 years of service .....	19E
After 13 years of service .....	21D
After 16 years of service .....	21E
After 19 years of service .....	22E

Bi-W Calcs Based on a 112 Hr. Pay Period  
Annual Calcs Based on 2912 Hrs./Yr.

**FIRE Union**  
**07/1/2005**

**+ 3.75%**

**EXHIBIT "B"**  
**SALARY SCHEDULE**  
**(STEPS BASED ON HOURLY RATES)**

Grade		A	B	C	D	E
18	A	\$28,246.40	\$29,760.6	\$31,274.88	\$32,789.12	\$34,448.96
	BI-W	\$1,086.40	\$1,144.64	\$1,202.88	\$1,261.12	\$1,324.96
	8 Hr.	\$13.58	\$14.31	\$15.04	\$15.76	\$16.56
	H	\$9.70	\$10.22	\$10.74	\$11.26	\$11.83
19	A	\$29,760.64	\$31,274.8	\$32,789.12	\$34,448.96	\$36,137.92
	BI-W	\$1,144.64	\$1,202.88	\$1,261.12	\$1,324.96	\$1,389.92
	8 Hr.	\$14.31	\$15.04	\$15.76	\$16.56	\$17.37
	H	\$10.22	\$10.74	\$11.26	\$11.83	\$12.41
20	A	\$31,274.88	\$32,789.1	\$34,448.96	\$36,137.92	\$37,914.24
	BI-W	\$1,202.88	\$1,261.12	\$1,324.96	\$1,389.92	\$1,458.24
	8 Hr.	\$15.04	\$15.76	\$16.56	\$17.37	\$18.23
	H	\$10.74	\$11.26	\$11.83	\$12.41	\$13.02
21	A	\$32,789.12	\$34,448.9	\$36,137.92	\$37,914.24	\$39,807.04
	BI-W	\$1,261.12	\$1,324.96	\$1,389.92	\$1,458.24	\$1,531.04
	8 Hr.	\$15.76	\$16.56	\$17.37	\$18.23	\$19.14
	H	\$11.26	\$11.83	\$12.41	\$13.02	\$13.67
22	A	\$34,448.96	\$36,137.9	\$37,914.24	\$39,807.04	\$41,816.32
	BI-W	\$1,324.96	\$1,389.92	\$1,458.24	\$1,531.04	\$1,608.32
	8 Hr.	\$16.56	\$17.37	\$18.23	\$19.14	\$20.10
	H	\$11.83	\$12.41	\$13.02	\$13.67	\$14.36
23	A	\$36,137.92	\$37,914.2	\$39,807.04	\$41,816.32	\$43,971.20
	BI-W	\$1,389.92	\$1,458.24	\$1,531.04	\$1,608.32	\$1,691.20
	8 Hr.	\$17.37	\$18.23	\$19.14	\$20.10	\$21.14
	H	\$12.41	\$13.02	\$13.67	\$14.36	\$15.10
24	A	\$37,914.24	\$39,807.0	\$41,816.32	\$43,971.20	\$46,126.08
	BI-W	\$1,458.24	\$1,531.04	\$1,608.32	\$1,691.20	\$1,774.08
	8 Hr.	\$18.23	\$19.14	\$20.10	\$21.14	\$22.18
	H	\$13.02	\$13.67	\$14.36	\$15.10	\$15.84
25	A	\$39,807.04	\$41,816.3	\$43,971.20	\$46,126.08	\$48,455.68
	BI-W	\$1,531.04	\$1,608.32	\$1,691.20	\$1,774.08	\$1,863.68
	8 Hr.	\$19.14	\$20.10	\$21.14	\$22.18	\$23.30
	H	\$13.67	\$14.36	\$15.10	\$15.84	\$16.64

## EXHIBIT "C"

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 26th day of February, 1998, by and between the City of Fort Dodge here and after referred to as the **City** and the Fort Dodge Firefighters Association Local Number 622 here and after referred to as the **Union**.

Whereas, the City and Union have for many years last past entered into collective bargaining agreements (CBA '8) providing in part for work schedules and wage rates to include the current collective bargaining agreement for the period of July 1, 1998, through June 30, 1999, as follows.

Work schedules: normal working schedules for the Fort Dodge Fire Department members shall be on the basis of a total of "56" hours per week "as by State Civil Service Law". A normal shift day shall be defined as 24 consecutive hours commencing at 07:00 as noted on the calendar that the member is scheduled to work until 07:00 the following morning. Any call back time for firefighting shall be based at a rate of one and one half (1 1/2) time or at a rate of double time on Sundays and Holidays. All call backs for divers shall be at the rate of a double time pay. A minimum of "two hours overtime shall apply for all call backs" and,

Whereas, since 1985 the collective bargaining agreements have been subject to the requirements of the Fair Labor Standards Act and,

Whereas, methods of compliance with the FLSA have been implemented but disputes and litigations have occurred with regard to that implementation and,

Whereas, the disputes and litigations have now been settled and as part of that settlement have agreed to enter into a Memorandum of Understanding for the implementation of a compliance procedure which Memorandum shall be considered an addendum to the current Collective Bargaining Agreement and the Collective Bargaining Agreement heretofore negotiated for the period of July 1, 1998 through June 30, 2000.

Now, therefore, in consideration hereof, the parties agree and understand that compliance with a fair labor standard act work schedule requirement shall be implemented as follows:

1. Firefighters will work 56 hours per week, 216 hours per 27 day work cycle.
2. The hours worked between 204 and 216 per work cycle shall be considered scheduled overtime hours. (SOH)
3. Hours worked shall be defined as hours scheduled per cycle less vacation, holidays, comp time days and all other forms of leave provided for in the Collective Bargaining Agreement except leave from work arising out of on job injury pursuant to Chapter 411 of the Code of Iowa.

4. Any firefighter who actually works as above defined more than 204 scheduled hours per work cycle shall be entitled to compensatory time off at the rate of one and one half hours per scheduled overtime hours worked in the manner herein after provided.
5. Non scheduled overtime hours "Call Back and Holdover" shall not be subject to the comp time provisions hereof and shall be paid pursuant to the normal pay cycle at the applicable rate.
6. The City shall develop an accounting system for keeping account of scheduled overtime hours (SOH) worked and compensatory time taken and will be used on a "first accrued first used" basis.
7. Compensatory time may be taken in 24 hour (one shift) or 12 hour (half shift) blocks only. They may be scheduled on a first come first serve basis not less than 7 days in advance after they have been earned, subject to the approval of the Fire Chief, or designated representative. Compensatory time may not be scheduled when such scheduling would reduce scheduled manpower for a particular shift below eight. Comp time scheduled may not be canceled by either the employee or the City. The City may call back a firefighter on comp time leave under the same terms and conditions as a call back from holiday or vacation leave.
8. Comp time earned must be scheduled and used on or before June 30th following its date of being earned.
9. Any compensatory time not taken as above provided because it could not be scheduled under the rules shall be paid in cash at the rate of time and one half at the rates authorized by FLSA on or before July 30<sup>th</sup> immediately following the June 30<sup>th</sup> closure date ( $SQH \times Hr. Rate \times 150\% = \text{pay in lieu of comp time}$ ) and within 30 days of the date of an employee's retirement or termination.
10. The Chief shall mandatorily schedule up to 48 hours compensatory days off when Firefighters have earned 72 hours or more and have failed to request time off when days for such purpose pursuant to the above restrictions were available. Seven days notice of compulsory comp time utilization shall be provided to the individual firefighter.
11. Compensatory *time* earned in May and June of each year which cannot be taken off prior to June 30th due to non-availability of qualifying days shall be paid as above set out or carried over to the following year at the option of the employee.
12. In the event that a day, previously unavailable for comp time use becomes available; or a previously unscheduled available day exists and the requesting firefighter could not have requested the comp time seven days in advance; the Chief may approve a comp time request made not later than 48 hours in advance.

13. This is an independent program. Any other comp time program formal or informal shall not be part hereof and any conflict shall be resolved separately between the Union and the City.
14. This program shall be implemented at the beginning of the first pay cycle following its execution.

## EXHIBIT D

### MEMORANDUM OF UNDERSTANDING

By and Between

The City of Fort Dodge, Iowa, and  
The Fort Dodge Fire Fighters' Association Local 622

The Collective Bargaining Agreement between the City of Fort Dodge and the Fort Dodge Fire Fighters' Association effective July 1<sup>st</sup>, 2001 through June 30<sup>th</sup>, 2005, which on August 1<sup>st</sup>, 2003, was amended to extend the contract to June 30<sup>th</sup>, 2006, is amended as follows:

- 1) Article III is amended by extending contract through June 30<sup>th</sup>, 2008.
- 2) Exhibit B is amended by adding Salary Schedule effective July 1<sup>st</sup>, 2006 which shall be adjusted by 2.75% and July 1<sup>st</sup>, 2007 which shall be adjusted by 2.75%.
- 3) Exhibit C, paragraph 7, sentence 3, shall be amended to read "compensatory time may not be scheduled when such scheduling would reduce the scheduled manpower for a particular shift below seven." The seven minimum manning is not to include the Chief for the duration of the contract.
- 4) The City agrees during the term hereof to maintain the fire fighting force at a minimum of 31 (27 unit positions and 4 administrators) and to fill all positions in a timely manner.

Executed this day of 22 August 2005 between the City of Fort Dodge and the Fort Dodge Fire Fighters' Association.

Fort Dodge Fire Fighters' Association:      City of Fort Dodge, Iowa

Dennis Feldman President Local 622

William W. Peterson  
Mayor

Robert H. [unclear]

Penny Clayton  
City Clerk

Paul [unclear]

Jason [unclear]

APPROVED BY COUNCIL

on 8-22 2005

Minute Book 38 Page

APPROVED  
FOR AGENDA

Mayor's Office

By

City Clerk [unclear]



Bi-W Calcs Based on a 112 Hr. Pay Period

Annual Calcs Based on 2912 Hrs./Yr.

**FIRE Union**

**07/1/2006**

**EXHIBIT "E"**

**+ 2.75%**

**SALARY SCHEDULE**

**(STEPS BASED ON HOURLY RATES)**

<b>Grade</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
18	A	\$29,032.64	\$30,576.0	\$32,148.48	\$33,691.84	\$35,409.92
	BI-W	\$1,116.64	\$1,176.00	\$1,236.48	\$1,295.84	\$1,361.92
	8 Hr.	\$13.96	\$14.70	\$15.46	\$16.20	\$17.02
	H	\$9.97	\$10.50	\$11.04	\$11.57	\$12.16
19	A	\$30,576.00	\$32,148.4	\$33,691.84	\$35,409.92	\$37,128.00
	BI-W	\$1,176.00	\$1,236.48	\$1,295.84	\$1,361.92	\$1,428.00
	8 Hr.	\$14.70	\$15.46	\$16.20	\$17.02	\$17.85
	H	\$10.50	\$11.04	\$11.57	\$12.16	\$12.75
20	A	\$32,148.48	\$33,691.8	\$35,409.92	\$37,128.00	\$38,962.56
	BI-W	\$1,236.48	\$1,295.84	\$1,361.92	\$1,428.00	\$1,498.56
	8 Hr.	\$15.46	\$16.20	\$17.02	\$17.85	\$18.73
	H	\$11.04	\$11.57	\$12.16	\$12.75	\$13.38
21	A	\$33,691.84	\$35,409.9	\$37,128.00	\$38,962.56	\$40,913.60
	BI-W	\$1,295.84	\$1,361.92	\$1,428.00	\$1,498.56	\$1,573.60
	8 Hr.	\$16.20	\$17.02	\$17.85	\$18.73	\$19.67
	H	\$11.57	\$12.16	\$12.75	\$13.38	\$14.05
22	A	\$35,409.92	\$37,128.0	\$38,962.56	\$40,913.60	\$42,952.00
	BI-W	\$1,361.92	\$1,428.00	\$1,498.56	\$1,573.60	\$1,652.00
	8 Hr.	\$17.02	\$17.85	\$18.73	\$19.67	\$20.65
	H	\$12.16	\$12.75	\$13.38	\$14.05	\$14.75
23	A	\$37,128.00	\$38,962.5	\$40,913.60	\$42,952.00	\$45,194.24
	BI-W	\$1,428.00	\$1,498.56	\$1,573.60	\$1,652.00	\$1,738.24
	8 Hr.	\$17.85	\$18.73	\$19.67	\$20.65	\$21.73
	H	\$12.75	\$13.38	\$14.05	\$14.75	\$15.52
24	A	\$38,962.56	\$40,913.6	\$42,952.00	\$45,194.24	\$47,407.36
	BI-W	\$1,498.56	\$1,573.60	\$1,652.00	\$1,738.24	\$1,823.36
	8 Hr.	\$18.73	\$19.67	\$20.65	\$21.73	\$22.79
	H	\$13.38	\$14.05	\$14.75	\$15.52	\$16.28
25	A	\$40,913.60	\$42,952.0	\$45,194.24	\$47,407.36	\$49,795.20
	BI-W	\$1,573.60	\$1,652.00	\$1,738.24	\$1,823.36	\$1,915.20
	8 Hr.	\$19.67	\$20.65	\$21.73	\$22.79	\$23.94
	H	\$14.05	\$14.75	\$15.52	\$16.28	\$17.10

Bi-W Calcs Based on a 112 Hr. Pay Period  
Annual Calcs Based on 2912 Hrs./Yr.

**FIRE Union**  
**07/1/2007**

**+ 2.75%**

**EXHIBIT "E"**  
**SALARY SCHEDULE**  
**(STEPS BASED ON HOURLY RATES)**

Grade		A	B	C	D	E
18	A	\$29,818.88	\$31,420.4	\$33,022.08	\$34,623.68	\$36,370.88
	BI-W	\$1,146.88	\$1,208.48	\$1,270.08	\$1,331.68	\$1,398.88
	8 Hr.	\$14.34	\$15.11	\$15.88	\$16.65	\$17.49
	H	\$10.24	\$10.79	\$11.34	\$11.89	\$12.49
19	A	\$31,420.48	\$33,022.0	\$34,623.68	\$36,370.88	\$38,147.20
	BI-W	\$1,208.48	\$1,270.08	\$1,331.68	\$1,398.88	\$1,467.20
	8 Hr.	\$15.11	\$15.88	\$16.65	\$17.49	\$18.34
	H	\$10.79	\$11.34	\$11.89	\$12.49	\$13.10
20	A	\$33,022.08	\$34,623.6	\$36,370.88	\$38,147.20	\$40,040.00
	BI-W	\$1,270.08	\$1,331.68	\$1,398.88	\$1,467.20	\$1,540.00
	8 Hr.	\$15.88	\$16.65	\$17.49	\$18.34	\$19.25
	H	\$11.34	\$11.89	\$12.49	\$13.10	\$13.75
21	A	\$34,623.68	\$36,370.8	\$38,147.20	\$40,040.00	\$42,049.28
	BI-W	\$1,331.68	\$1,398.88	\$1,467.20	\$1,540.00	\$1,617.28
	8 Hr.	\$16.65	\$17.49	\$18.34	\$19.25	\$20.22
	H	\$11.89	\$12.49	\$13.10	\$13.75	\$14.44
22	A	\$36,370.88	\$38,147.2	\$40,040.00	\$42,049.28	\$44,145.92
	BI-W	\$1,398.88	\$1,467.20	\$1,540.00	\$1,617.28	\$1,697.92
	8 Hr.	\$17.49	\$18.34	\$19.25	\$20.22	\$21.22
	H	\$12.49	\$13.10	\$13.75	\$14.44	\$15.16
23	A	\$38,147.20	\$40,040.0	\$42,049.28	\$44,145.92	\$46,446.40
	BI-W	\$1,467.20	\$1,540.00	\$1,617.28	\$1,697.92	\$1,786.40
	8 Hr.	\$18.34	\$19.25	\$20.22	\$21.22	\$22.33
	H	\$13.10	\$13.75	\$14.44	\$15.16	\$15.95
24	A	\$40,040.00	\$42,049.2	\$44,145.92	\$46,446.40	\$48,717.76
	BI-W	\$1,540.00	\$1,617.28	\$1,697.92	\$1,786.40	\$1,873.76
	8 Hr.	\$19.25	\$20.22	\$21.22	\$22.33	\$23.42
	H	\$13.75	\$14.44	\$15.16	\$15.95	\$16.73
25	A	\$42,049.28	\$44,145.9	\$46,446.40	\$48,717.76	\$51,163.84
	BI-W	\$1,617.28	\$1,697.92	\$1,786.40	\$1,873.76	\$1,967.84
	8 Hr.	\$20.22	\$21.22	\$22.33	\$23.42	\$24.60
	H	\$14.44	\$15.16	\$15.95	\$16.73	\$17.57